IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.3007 OF 2004

Yasin Gulam Rasool ...Plaintiff

VS.

Mohammed Haneef Gulam Rasool ...Defendant.

Mr.S.U.Pandey, for Plaintiff.

Mr.M.P.S.Rao i/b. Sunil & co., for Defendant.

CORAM: D.K.DESHMUKH, J.

DATED: 15TH FEBRUARY,2007.

P.C.:

By consent of parties, the suit is disposed of in the following terms:-

1. The disputes between the parties in the suit are referred to arbitration.

2. Hon'ble Mr.Justice D.R.Dhanuka (retired) is appointed as arbitrator. The learned arbitrator is requested to make Award as expeditiously as possible.

3. The Receiver of this Court is appointed as receiver of the suit property which is described in Schedule at "Exhibit A" to the plaint.

4. It is an admitted position that presently the defendant is in possession of the property. The Receiver shall not disturb the actual possession of the defendant but will take only symbolic possession. The defendant is willing to act as agent of the Receiver. The Receiver shall appoint the defendant as his agent to be in possession of the property on usual terms and conditions including royalty and security. But the amount of royalty shall be Rs.40,000/- (Rupees Forty thousand only) per month. The amount of outgoings shall be paid by the Receiver from the amount of royalty received and the balance amount shall be invested in fixed deposit in a nationalised bank pending the arbitral proceedings. The disposal of the amount shall be governed by the Award that may be made by the learned Arbitrator.

5. In case there is default committed by the defendant in payment of royalty or in abiding by any of the conditions of the agency agreement, the plaintiff shall be at liberty to approach the learned Arbitrator for appropriate order.

6. Till the receiver takes possession of the suit property, ad-interim order already granted by this

Court shall continue to operate.